

A. G. Contract No. KR94 1514TRN
ECS File: JPA 94-109
Project: H3692 01X
Section: RHODES-ITMS Stage 2

INTERAGENCY AGREEMENT
BETWEEN
THE ARIZONA DEPARTMENT OF TRANSPORTATION
AND
THE ARIZONA BOARD OF REGENTS
ACTING FOR AND ON BEHALF OF
THE UNIVERSITY OF ARIZONA

THIS AGREEMENT is entered into 10 AUGUST, 1994,
between agencies of the State of Arizona, to wit; the ARIZONA
DEPARTMENT OF TRANSPORTATION, acting through its HIGHWAYS
DIVISION (the "ADOT") and the UNIVERSITY OF ARIZONA, acting
through its BOARD OF REGENTS (the "U of A").

I. RECITALS

1. The ADOT is empowered by Arizona Revised Statutes
Section 28-108 and 28-112 to enter into this agreement and has
by resolution, a copy of which is attached hereto and made a
part hereof, resolved to enter into this agreement and has
delegated to the undersigned the authority to execute this
agreement on behalf of the ADOT.

2. The U of A is empowered by Arizona Revised Statutes
Section 15-1625 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the U of A.

3. The Federal Highway Administration has encouraged
research and development of the national Intelligent Vehicle
Highway System (IVHS) and the various components thereof, to
address the future needs of the national and urban highway
transportation system. Stage 2 research funds have been made
available for the State to undertake and continue IVHS and other
types of transportation research. This agreement is to define
the terms and conditions of the Stage 2 research and the
financing thereof.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>18813</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>08/10/94</u>
<u>Richard H. Hoxey</u> Secretary of State
By <u>Vicky Greenwood</u>

II. SCOPE

1. The ADOT will:

Provide the U of A research funds in the amount of \$150,000.00, on a monthly cost reimbursement basis for activities performed directly relating to the Stage 2 research, in strict accordance with Attachment A and Exhibits 1 through 4, which is attached hereto, incorporated herein and made a part hereof.

2. The U of A will:

a. Apply funding to the research and development activities in strict accordance with Attachment A and all applicable statutes, laws, rules and regulations.

b. No more often than monthly, invoice the ADOT for Stage 2 work by separate TRACS number for reimbursements, supported by narrative reports and data compliant with Section IV.3 of Attachment A, in a total amount not to exceed \$150,000.00.

III. MISCELLANEOUS PROVISIONS

1. Should the work contemplated under this agreement be completed at a lower cost than the reimbursed amount, or for any other reason should any of these funds not be expended, a proportionate amount of the funds provided shall be reimbursed to the ADOT.

2. This agreement shall remain in force and effect until completion of said activities and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 222E Mail Drop 616E
Phoenix, AZ 85007

The University of Arizona
Systems and Industrial Engineering Department
College of Engineering and Mines
Tucson, AZ 85721


9. Attached hereto and incorporated herein is the written determination of legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

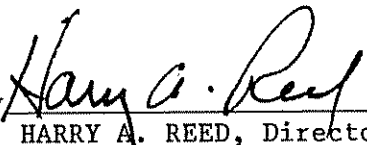
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA

ARIZONA BOARD OF REGENTS
THE UNIVERSITY OF ARIZONA

DEPARTMENT OF TRANSPORTATION

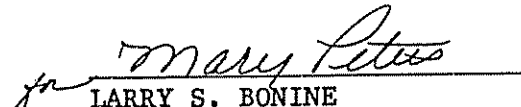
By 
JAMES T. WHEELER, Director
Office of Research and
Contract Analysis

By 
HARRY A. REED, Director
Transportation Planning

RESOLUTION

BE IT RESOLVED on this 10th day of August 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with the University of Arizona for the purpose of defining responsibilities for conducting research relating to the Intelligent Vehicle Highway System and related components.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.


LARRY S. BONINE
Director

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

AGENCY NAME: Arizona Department of Transportation

AWARD EFFECTIVE DATE: Upon filing with Secretary of State or
Pima County Recorder

TERMINATION DATE: June 30, 1995, or until terminated,
whichever occurs first.

AMOUNT: \$150,000

PURPOSE: To conduct a study of real-time traffic control
for Integrated Traffic Management of the I-17
Corridor

UNIVERSITY COLLEGE/DEPARTMENT: Sytems and Industrial Engineering

The undersigned has determined that the foregoing agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Board of Regents.

Dated this 14th day of July, 1994.

Joel Sideman, Counsel
Arizona Board of Regents

By


Thomas M. Thompson



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-1514-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 5th day of August, 1994.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
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